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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

JACOB HOFFMAN,

Plaintiff,

v.

I.C. SYSTEM, INC.; TRANS UNION, LLC;
and EXPERIAN INFORMATION
SOLUTIONS, INC.,

Defendants.

Case No. 1:21-cv-01637-AWI-BAK (EPG)

Magistrate Judge Erica P. Grosjean

**JOINT STIPULATED PROTECTIVE
ORDER**

Complaint filed: October 7, 2021

Case removed: November 9, 2021

March 3, 2022, the parties filed this Joint Stipulated Protective Order. (ECF No. 30.) This is the second proposed stipulated protective order filed by the parties. (*See* ECF No. 23.) On February 4, 2022, the Court entered an order denying the parties' first proposed protective order without prejudice because it failed to comply with Local Rule 141.1(c). (ECF No. 24.) That rule requires that every proposed protective order contain the following provisions:

(1) A description of the types of information eligible for protection under the order, with the description provided in general terms sufficient to reveal the nature of the information (e.g., customer list, formula for soda, diary of a troubled child);

(2) A showing of particularized need for protection as to each category of information proposed to be covered by the order; and

(3) A showing as to why the need for protection should be addressed by a court order, as opposed to a private agreement between or among the parties.

E.D. Cal. L.R. 141.1(c).

The revised stipulation largely complies with Local Rule 141.1(c). However, when describing the types of information eligible for protection, which Local Rule 141.1(c)(1) requires, the revised stipulation includes the language

Examples of confidential information that the parties may seek to protect from unrestricted or unprotected disclosure include: (1) information relating to or revealing trade secrets of the Defendants regarding the compilation of credit information; (2) research, development, technical, commercial, financial, credit reporting or insurance information that any party has maintained as confidential; (3) personal income, credit, or other confidential information of Plaintiff or a person(s) who is not party to the case; or (5) other proprietary information belonging to the Defendants.”

(ECF No. 30 at 2) (emphasis added). This catchall language does not comply with Local Rule 141.1(c)(1). The Court has revised the protective order to exclude this language but otherwise enters the protective order proposed by the parties.

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1 IT IS HEREBY STIPULATED by and between Plaintiff Jacob Hoffman (“Plaintiff”),
2 Defendant Experian Information Solutions, Inc. (“Experian”), Defendant I.C. System, Inc. (“I.C.
3 System”), and Defendant Trans Union, LLC (“Trans Union”) (collectively, “Defendants”),
4 through their respective attorneys of record, as follows:

5 PURPOSES AND LIMITATIONS

6 Disclosure and discovery activity in this action are likely to involve production of
7 confidential, proprietary, or private information for which special protection from public
8 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
9 Accordingly, the parties hereby stipulate to and petition the court to enter the following Protective
10 Order. The parties acknowledge that this Order does not confer blanket protections on all
11 disclosures or responses to discovery and that the protection it affords from public disclosure and
12 use extends only to the limited information or items that are entitled to confidential treatment
13 under the applicable legal principles. The parties further acknowledge that this Stipulated
14 Protective Order does not entitle them to file confidential information under seal; Civil Local
15 Rules 140-141 set forth the procedures that must be followed and the standards that will be
16 applied when a party seeks permission from the court to file material under seal.

17 Statement under L.R. 141.1(c)(1): The parties may protect the following confidential
18 information from unrestricted or unprotected disclosure pursuant to this protective order: (1)
19 information relating to or revealing trade secrets of the Defendants regarding the compilation of
20 credit information; (2) research, development, technical, commercial, financial, credit reporting or
21 insurance information that any party has maintained as confidential; (3) personal income, credit,
22 or other confidential information of Plaintiff or a person(s) who is not party to the case; or (5)
23 other proprietary information belonging to the Defendants.

24 Statement under L.R. 141.1(c)(2): Information and documents shall only be designated
25 under this Stipulated Protective Order because the Producing Party believes the information or
26 documents are proprietary or confidential, and not publicly released. Unrestricted or unprotected
27 disclosure of such information or documents would result in prejudice or harm to the Producing
28 Party by revealing its competitive confidential information, which represents valuable tangible

1 and intangible assets of that party. Accordingly, the parties respectfully submit that there is good
2 cause for entry of this order.

3 Statement under L.R. 141.1(c)(3): Protecting the confidential nature of information this
4 way will be the most efficient for the parties and the Court. The issues in this case turn largely on
5 whether Defendants conducted reasonable investigations into any information disputed by
6 Plaintiff, and whether Defendants maintained and followed reasonable procedures to ensure the
7 maximum possible accuracy with respect to the information contained in Plaintiff's consumer
8 reports. Information the parties believe to be confidential will need to be exchanged, in discovery
9 and motion practice. A private agreement to safeguard this information would be insufficient
10 because it would need to be replicated in orders of this Court at the time of any filings of this
11 information.

12 STIPULATED PROTECTIVE ORDER

13 WHEREAS, documents and information have been and may be sought, produced or
14 exhibited by and among the parties to this action relating to trade secrets, confidential research,
15 development, technology or other proprietary information belonging to the Defendants, and/or
16 personal income, credit and other confidential information of Plaintiff.

17 THEREFORE, an Order of this Court protecting such confidential information shall be
18 and hereby is made by this Court on the following terms:

19 1. This Order shall govern the use, handling and disclosure of all documents,
20 testimony or information produced or given in this action which are designated to be subject to
21 this Order in accordance with the terms hereof.

22 2. Any party or non-party producing or filing documents or other materials in this
23 action (the "Producing Party") may designate such materials and the information contained
24 therein subject to this Order by typing or stamping on the front of the document, or on the
25 portion(s) of the document for which confidential treatment is designated, "Confidential." The
26 Producing Party may designate portions of any deposition testimony or deposition transcript as
27 "Confidential" or "Confidential—Attorney's Eyes Only" by making such designation before the
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1 testimony is given or within thirty (30) days from the date the deposition transcript becomes
2 available.

3 3. If a Producing Party believes in good faith that, despite the provisions of this
4 Protective Order, there is a substantial risk of identifiable harm to the Producing Party if
5 particular documents it designates as “Confidential” are disclosed to all other parties or non-
6 parties to this action, the Producing Party may designate those particular documents as
7 “Confidential—Attorneys’ Eyes Only.”

8 4. To the extent any motions, briefs, pleadings, deposition transcripts, or other papers
9 to be filed with the Court incorporate documents or information subject to this Order, the party
10 filing such papers shall designate such materials, or portions thereof, as “Confidential” or
11 “Confidential—Attorneys’ Eyes Only” and shall file them with the clerk under seal; provided,
12 however, that a copy of such filing having the confidential information deleted therefrom may be
13 made part of the public record. Any party filing any document under seal must comply with the
14 requirements of Civil Local Rules 140 and 141.

15 5. All documents, transcripts, or other materials subject to this Order, and all
16 information derived therefrom (including, but not limited to, all testimony given in a deposition,
17 declaration or otherwise, that refers, reflects or otherwise discusses any information designated
18 “Confidential” or “Confidential—Attorneys’ Eyes Only” hereunder), shall not be used, directly or
19 indirectly, by any person, including the other Defendants, for any business, commercial or
20 competitive purposes or for any purpose whatsoever other than solely for the preparation for and
21 trial of this action in accordance with the provisions of this Order.

22 6. Except with the prior written consent of the individual or entity designating a
23 document or portions of a document as “Confidential,” or pursuant to prior Order after notice, any
24 document, transcript or pleading given “Confidential” treatment under this Order, and any
25 information contained in or derived from any such materials (including but not limited to, all
26 deposition testimony that refers to, reflects or otherwise discusses any information designated
27 “Confidential” hereunder) may not be disclosed other than in accordance with this Order and may
28 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this

1 litigation; (c) counsel for the parties, whether retained outside counsel or in-house counsel and
2 employees of counsel assigned to assist such counsel in the preparation of this litigation; (d) fact
3 witnesses subject to a proffer to the Court or a stipulation of the parties that such witnesses need
4 to know such information; (e) present or former employees of the Producing Party in connection
5 with their depositions in this action (provided that no former employees shall be shown
6 documents prepared after the date of his or her departure); and (f) experts specifically retained as
7 consultants or expert witnesses in connection with this litigation.

8 7. Except with the prior written consent of the individual or entity designating a
9 document or portions of a document as “Confidential—Attorneys’ Eyes Only,” or pursuant to
10 prior Order after notice, any document, transcript or pleading given “Confidential—Attorneys’
11 Eyes Only” treatment under this Order, and any information contained in or derived from any
12 such materials (including but not limited to, all deposition testimony that refers to, reflects or
13 otherwise discusses any information designated “Confidential—Attorneys’ Eyes Only”
14 hereunder) may not be disclosed other than in accordance with this Order and may not be
15 disclosed to any person other than: (a) a party’s retained outside counsel of record in this action,
16 as well as employees of said outside counsel to whom it is reasonably necessary to disclose the
17 information for this litigation and who have signed the “Declaration of Compliance” that is
18 attached hereto as Exhibit A; (b) experts specifically retained as consultants or expert witnesses in
19 connection with this litigation who have signed the “Declaration of Compliance” (Exhibit A);
20 (c) the Court and its personnel; (d) court reporters, their staffs, and professional vendors to whom
21 disclosure is reasonably necessary for this litigation and who have signed the “Declaration of
22 Compliance” (Exhibit A); and (e) the author of the document or the original source of the
23 information.

24 8. Documents produced pursuant to this Order shall not be made available to any
25 person designated in Subparagraph 6(d), 6(e), 6(f), or 7(b) unless he or she shall have first read
26 this Order, agreed to be bound by its terms, and signed the attached “Declaration of Compliance”
27 (Exhibit A).
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1 9. All persons receiving any or all documents produced pursuant to this Order shall
2 be advised of their confidential nature. All persons to whom confidential information and/or
3 documents are disclosed are hereby enjoined from disclosing same to any person except as
4 provided herein, and are further enjoined from using same except in the preparation for and trial
5 of the above-captioned action between the named parties thereto. No person receiving or
6 reviewing such confidential documents, information or transcript shall disseminate or disclose
7 them to any person other than those described above in Paragraph 6 and Paragraph 7 and for the
8 purposes specified, and in no event shall such person make any other use of such document or
9 transcript.

10 10. Nothing in this Order shall prevent a party from using at trial any information or
11 materials designated “Confidential” or “Confidential—Attorneys’ Eyes Only”.

12 11. This Order has been agreed to by the parties to facilitate discovery and the
13 production of relevant evidence in this action. Neither the entry of this Order, nor the designation
14 of any information, document, or the like as “Confidential,” or “Confidential—Attorneys’ Eyes
15 Only,” nor the failure to make such designation, shall constitute evidence with respect to any
16 issue in this action.

17 12. Within sixty (60) days after the final termination of this litigation, all documents,
18 transcripts, or other materials afforded confidential treatment pursuant to this Order, including
19 any extracts, summaries or compilations taken therefrom, but excluding any materials which in
20 the good faith judgment of counsel are work product materials, shall be returned to the Producing
21 Party or destroyed. All electronically stored information afforded confidential treatment pursuant
22 to this Order shall be destroyed within sixty (60) days after the final termination of this litigation.

23 13. In the event that any party to this litigation disagrees at any point in these
24 proceedings with any designation made under this Protective Order, the parties shall first try to
25 resolve such dispute in good faith on an informal basis in accordance with Civil Local Rule
26 251(b). If the dispute cannot be resolved, the party objecting to the designation may seek
27 appropriate relief from this Court. During the pendency of any challenge to the designation of a
28 document or information, the designated document or information shall continue to be treated as

1 “Confidential” or “Confidential—Attorneys’ Eyes Only” subject to the provisions of this
2 Protective Order.

3 14. Nothing herein shall affect or restrict the rights of any party with respect to its own
4 documents or to the information obtained or developed independently of documents, transcripts
5 and materials afforded confidential treatment pursuant to this Order.

6 15. The Court retains the right to allow disclosure of any subject covered by this
7 stipulation or to modify this stipulation at any time in the interest of justice.
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1 Dated: March 3, 2022

Respectfully Submitted,

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3 By: /s/ Angela M. Taylor
4 Angela M. Taylor

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11 *Attorneys for Defendant*
12 EXPERIAN INFORMATION SOLUTIONS,
13 INC.

14 Dated: March 3, 2022

15 By: /s/ Joshua B. Swigart
16 Joshua B. Swigart (as authorized on
17 February 8, 2022)

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24 *Attorneys for Plaintiff*
25 JACOB HOFFMAN
26
27
28

1 Dated: March 3, 2022

Respectfully Submitted,

3 By: /s/ Sean P. Flynn

4 Sean P. Flynn (as authorized on February
8, 2022)

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10 *Attorneys for Defendant*
11 I.C. SYSTEM, INC.

12 Dated: March 3, 2022

By: /s/ Jason Roberts

13 Jason Roberts (as authorized on March 2,
14 2022)

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21 *Attorneys for Defendant*
22 TRANS UNION, LLC
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EXHIBIT A

DECLARATION OF COMPLIANCE

I, _____, declare as follows:

1. My address is _____.

2. My present employer is _____.

3. My present occupation or job description is _____.

4. I have received a copy of the Stipulated Protective Order entered in this action on _____, 20____.

5. I have carefully read and understand the provisions of this Stipulated Protective Order.

6. I will comply with all provisions of this Stipulated Protective Order.

7. I will hold in confidence, and will not disclose to anyone not qualified under the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order.

8. I will use such information, documents or other materials produced subject to this Stipulated Protective Order only for purposes of this present action.

9. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to this Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.

10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective Order in this action.

1 I declare under penalty of perjury under the laws of the United States that the foregoing is
2 true and correct.

3 Executed this ____ day of _____, 20__, at _____.

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ORDER

Pursuant to the stipulation of the parties (ECF No. 30), as modified to comply with Local Rule 141.1(c), the parties' Stipulated Protective Order is hereby approved.
IT IS SO ORDERED.

Dated: **March 7, 2022**

/s/ Eric P. Grig
UNITED STATES MAGISTRATE JUDGE